



Department of Commerce

Innovation is in our nature.

Grant to

*** County**

through

Community Services and Housing Division

Housing Assistance Unit

Consolidated Homeless Grant (CHG)

*Lead Grantee
Base and Incentive Funding*

For

The CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in Local Homeless Plans.

Start date: January 1, 2012

TABLE OF CONTENTS

Face Sheet	1
Special Terms and Conditions	2
1. Grant Management	2
2. Compensation	2
3. Eligible Use of Funds	2
4. Prohibitions	2
5. Billing Procedures and Payment	2
6. Insurance	3
7. Documents on File	4
8. Order of Precedence	4
General Terms and Conditions	5
1. Definitions	5
2. Advanced Payments Prohibited	5
3. All Writings Contained Herein	5
4. Amendments	5
5. Americans with Disabilities Act (ADA)	5
6. Approval	5
7. Assignment	5
8. Attorney's Fees	5
9. Audit	6
10. Confidentiality/Safeguarding of Information	7
11. Conformance	7
12. Copyright Provisions	8
13. Disputes	8
14. Duplicate Payment	9
15. Ethics/Conflicts of Interest	9
16. Governing Law and Venue	9
17. Indemnification	9
18. Independent Capacity of the Grantee	9
19. Industrial Insurance Coverage	9
20. Laws	10
21. Licensing, Accreditation and Registration	10
22. Limitation of Authority	10
23. Noncompliance With Nondiscrimination Laws	10
24. Political Activities	10
25. Prohibition Against Payment of Bonus or Commission	10
26. Publicity	11
27. Recapture	11
28. Records Maintenance	11
29. Registration With Department of Revenue	11
30. Right of Inspection	11
31. Savings	11
32. Severability	11
33. Subgranting	12
34. Survival	12
35. Taxes	12
36. Termination for Cause/Suspension	12
37. Termination for Convenience	13
38. Termination Procedures	13
39. Waiver	13

Attachment A, Scope of Work	14
Attachment B, Budget	16
Attachment C, Guidelines for Consolidated Homeless Grant	
Attachment D, Administrative Requirements for Consolidated Homeless Grant	

FACE SHEET

Grant Number: *

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee		2. Grantee Doing Business As (optional)	
3. Grantee Representative		4. COMMERCE Representative	
5. Grant Amount*	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date January 1, 2012	8. End Date December 31, 2013
9. Federal Funds (as applicable)		Federal Agency	
CFDA Number			
10. Tax ID #	11. SWV # N/A	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose <p>This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Local Homeless Plan in the county(s) where Grantee will provide services. CHG funds and supports a variety of activities, including: operation of emergency shelter and transitional housing units, rental assistance, data collection and reporting.</p> <p>*Although the Grant amount is *, Grantee is only authorized to spend (* through June 30, 2013.) The remaining amount may not be spent without prior written approval from Commerce.</p> <p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: CHG Application; CHG Guidelines and Administrative Requirements (as they may be revised from time to time); Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget Attachment "C" – Guidelines for Consolidated Homeless Grant and Attachment "D" – Administrative Requirements for Consolidated Homeless Grant.</p>			
FOR GRANTEE <hr/> Signature <hr/> Print Name and Title <hr/> Date		FOR COMMERCE <hr/> Dan McConnon, Deputy Director <hr/> Date <hr/> APPROVED AS TO FORM ONLY <u>Sandra Adix, Assistant Attorney General</u> <u>November 21, 2011</u> Date	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown on the Grant face sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget. CHG funding is granted and reimbursed as follows:

- A. **Base Funding** – Approved Base Funding expenditures include costs incurred in the performance of this Grant. All costs must be itemized into the following categories: Administration; Data Collection, Evaluation and Planning; Facility Support for households with minor children; Facility Support; Rent Assistance for households with minor children with Very Low Income (below 50% of Median Income); Rent Assistance for households with Extremely Low Income (below 30% of Median Income); and Program Operations.
- B. **Performance Incentive Funding** – Performance Incentive Funding will be paid in the following categories: Consolidated Homeless Grant (CHG) Permanent Supportive Housing Incentive; and CHG Housing Persons Exiting from Systems of Care Incentive and earned as described in Attachment A – Scope of Work.

No more than 15% of the total budget shall be expended for administrative costs.

Although the Grant amount is *, Grantee is only authorized to spend * through June 30, 2013. The remaining amount may not be spent without prior written approval from Commerce.

3. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the current CHG Program Guidelines and Administrative Requirements. These guidelines are attached (Attachments C and D) and are incorporated by reference.

4. PROHIBITIONS

The Grantee or its Sub Grantees shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed COMMERCE invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under the Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Sub grantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Sub grantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

7. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local agency and available for review.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant Face Sheet
- Special Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Guidelines for Consolidated Homeless Grant
- Attachment D – Administrative Requirements for Consolidated Homeless Grant
- Program Guidelines and Administrative Requirements
- CHG Application, as revised
- General Terms and Conditions

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "sub grantee" and "sub grantees" means sub grantee(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

9. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Sub grantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Sub grantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Grantee's expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Grant number
- Grant award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

C. Documentation Requirements

The Grantee must send a copy of the audit report described above no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the Contractor is required to obtain a Single Audit because of Circular A-133 requirements, no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by the COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

33. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Sub grantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Sub grantee's performance of the subgrant.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C.** Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D.** Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Consolidated Homeless Grant (CHG) combines state homeless resources into a single grant opportunity and is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. CHG funds support a variety of activities, including: operations of emergency shelter and transitional housing units, rental assistance, data collection and reporting.

Base CHG Funding will be paid on a cost reimbursement basis up to the maximum amounts in Attachment B – Budget. The Grantee must report actual monthly expenditures on Commerce – CHG Invoices in order to be reimbursed for these costs.

Performance Incentive Funding will be paid up to the maximum amounts in Attachment B – Budget and shall be paid an incentive for performing at or above the levels described below.

Performance Incentive Funding

CHG Performance Incentive Funding can be earned in two categories:

A. *Permanent Supportive Housing Incentive - Up to **

Permanent Supportive Housing is an effective way to keep a significant number of people who are homeless stably housed. Commerce will award funds in this category of incentive funding based on the following funds committed to Permanent Supportive Housing in the Grantee's CHG Application:

- Local homeless document recording fees collected under RCW 36.22.179,
- Local affordable housing document recording fees collected under RCW 36.22.178
- HUD Housing Choice Vouchers (Section 8 funds) dedicated to homeless people

If the CHG funds committed to Permanent Supportive Housing during the CHG grant period are not expended in the county served by the grantee, Commerce may proportionally adjust the remaining percentage of funds available for spending after June 30, 2013.

CHG Permanent Supportive Housing Incentive Funds awarded can be expended in any of the CHG cost reimbursement categories (see Attachment B) and on permanent supportive housing.

B. *Housing Persons Exiting from Systems of Care Incentive – Up to **

People exiting from state and local publicly funded systems of care without identified housing are likely to become homeless. Commerce will award funds in this category of incentive funding as described below.

A one-time payment of \$200 for each person who is homeless or at imminent risk of homelessness enrolled in a housing program, with a residence prior to program entry as recorded in the following client-level HMIS data categories submitted to Commerce:

Data Element	HMIS Response
3.9.4	Psychiatric hospital or other psychiatric facility
3.9.5	Substance abuse treatment facility or detox center
3.9.6	Hospital (non-psychiatric)
3.9.7	Jail, prison, or juvenile detention facility
3.9.15	Foster care home or foster care group home

An additional one-time payment of \$400 for the same client(s) within 90 days from being enrolled in the initial housing program, if the client is either:

1. Enrolled in a housing program where the client doesn't have to vacate the unit after the subsidy ends, or
2. Has exited to any of the following permanent destinations as recorded in the client-level HMIS data submitted to the Commerce:

Data Element	HMIS Response
4.10.3	Permanent supportive housing for formerly homeless person (such as SHP, S+C, or SRO Mod Rehab)
4.10.10	Rental by client, no ongoing housing subsidy
4.10.11	Owned by client, no ongoing housing subsidy
4.10.19	Rental by client, VASH Subsidy
4.10.20	Rental by client, other (non-VASH) ongoing housing subsidy
4.10.21	Owned by client, with ongoing housing subsidy
4.10.22	Staying or living with family, permanent tenure
4.10.23	Staying or living with friends, permanent tenure

This category of funding can be used for any of the CHG cost reimbursement categories (see Attachment B), plus permanent supportive housing.

Budget

Base CHG Funding (Cost Reimbursement)

Grantee must incur actual expenditures in order to be reimbursed for these costs

Administration	*
Data Collection, Evaluation and Planning	*
Facility Support for households with minor children	*
Facility Support	*
Rent Assistance for households with minor children with incomes < Very Low (50%) Income Limits	*
Rent Assistance for households with incomes < Extremely Low (30%) Income Limits	*
Program Operations	*

Performance Incentive Funding

Grantee will be reimbursed when funds are budgeted (Permanent Supportive Housing Incentive) or earned (Housing Persons Exiting from Systems of Care Incentive) as described in Attachment A – Scope of Work

CHG Permanent Supportive Housing Incentive up to	*
CHG Housing Persons Exiting from Systems of Care Incentive up to	*
Total	*

* Although the Grant amount is *, Grantee is only authorized to spend * through June 30, 2013. The remaining amount may not be spent without prior written approval from Commerce.